MEMORANDUM OF AGREEMENT

BETWEEN

THE FT. WAYNE MASONIC TEMPLE

AND

THE FORT WAYNE RADIO CLUB, INC.

THIS AGREEMENT, made this (day of , 2011), is by and between the Fort Wayne Radio Club, Inc. (the FWRC) and the Fort Wayne Masonic Temple (the TEMPLE).

WHEREAS, the FWRC wishes to establish an Amateur Radio UHF-D-STAR radio repeater on the top floor, (or attic),of the Masonic Temple, located at 216 E. Washington Blvd, Ft. Wayne, Indiana, along with an antenna on the roof of the premises.

NOW THEREFORE, the parties do hereby agree as follows:

1. The FWRC will be responsible for all costs associated with purchase, installation and maintenance of the equipment necessary for the operation of the D-STAR repeater.
2. The Masonic Temple will control access of FWRC personnel to the repeater equipment in a manner deemed appropriate by the Masonic Temple.
3. The installation and use of the D-STAR repeater may not interfere in any way with the Temple's equipment and/or operations.
4. The Masonic Temple will not be required to provide any technical assistance to the FWRC in regards to the operation of the D-STAR repeater as contemplated under this Agreement.
5. The FWRC agrees that use of the D-STAR repeater will be restricted to not-for-profit operation encompassing Amateur Radio, community service/safety, and public service/emergency communications functions.
6. The FWRC shall carry comprehensive general liability insurance, including property damage and personal injury insurance, against any and all claims arising out of the FWRC's use of the Masonic Temple's property. Said coverage shall be in an amount of not less than one million ($1,000,000) dollars. The FWRC will annually provide the Lodge with a certificate evidencing such coverage.

The term of this agreement is from the day of , 2011, through the day of , 2013, a period of two years. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. At the mutual agreement of the parties, this Agreement may be renegotiated and/or extended. Upon expiration or termination of this Agreement, the FWRC will be responsible for the removal of any and all of its equipment from the Masonic Temple's property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE FORT WAYNE MASONIC TEMPLE

Ed Snyder

President, Board Of Trustees

John Martin

Board Of Trustees Chairman,

Repeater Communications

THE FORT WAYNE RADIO CLUB

Steve Nardin

President

Al Burke

Secretary